



WASHINGTON · LONDON

Ed Rogers
Chairman

April 13, 2011

The Honorable Meera Shankar
Ambassador of India to the United States
2107 Massachusetts Avenue, NW
Washington, DC 20008

Dear Ambassador,

We are delighted that the Republic of India has agreed to continue its relationship with BGR Government Affairs, LLC ("BGR"). Please accept this letter of agreement ("Agreement") to work on your behalf.

Scope of Work: BGR's representation will encompass providing strategic counsel, tactical planning and public relations assistance on policy matters before the US Government, the US Congress, and select state governments, as well as academic institutions and think-tanks. BGR will also provide strategic public relations counsel as needed and as directed by the Embassy.

Fees & Term: In consideration for the services provided by BGR, the Republic of India agrees to pay BGR a fee of US \$350,000.00 for services between March 13, 2011 and September 12, 2011.

Invoicing: An invoice for services provided between March 13, 2011 and April 12, 2011 is attached. BGR will subsequently invoice the Republic of India on April 30, 2011 for professional services provided between April 13, 2011 and May 12, 2011. Thereafter, BGR will continue to invoice the Republic of India on the last day of each month.

Termination & Cancellation: Either BGR or the Republic of India may terminate the Agreement for any reason upon ninety (90) days written notice, with no further obligation, other than to pay such fees that have accrued up to and through the 90-day notice period.

Confidentiality: BGR recognizes that in the course of our representation, we could become aware of information, practices or policies, which you wish kept confidential. BGR agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of a contract or afterwards, to the extent permitted by law.

Entire Understanding: This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

BGR GOVERNMENT AFFAIRS
BGR PUBLIC RELATIONS
BGR CAPITAL & TRADE
BGR GABARA

The Horner Building • Eleventh Floor South • 601 Thirteenth Street, NW • Washington, DC 20005
Phone: (202) 333-4936 • Fax: (202) 833-9392
www.bgrdc.com

Please sign both copies of this Agreement and return one to us. We look forward to continuing our relationship with the Republic of India.

BGR Government Affairs, LLC

The Republic of India


Ed Rogers
Chairman


The Honorable Meera Shankar
Ambassador of India to the United States

Date:

4/13/11

Date:

25th April, 2011

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